

**City of Santa Barbara**  
**Standard Service Agreement for**  
**PROFESSIONAL SERVICES PURCHASE ORDERS**

**THIS AGREEMENT**, made and entered into on the date shown on the attached Purchase Order (PO) by and between the **CITY OF SANTA BARBARA**, a municipal corporation, hereinafter referred to as “City”; and the vendor, contractor or person shown on the Purchase order, hereinafter referred to as “Contractor”,

**WHEREAS**, the City requires the services of professionals having the appropriate background, training, and experience necessary to assist the City in the performance of performing the services identified in the Purchase Order or Proposal submitted by the Contractor;

**NOW, THEREFORE**, the City and Contractor agree as follows:

**1. CONTRACTOR'S SERVICES**

Contractor shall, as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Contractor’s Proposal, Letter, Purchase Order or Price Schedule-Rates, which is included and made a part of this Agreement. Contractor is responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits of City employees. All project-related costs shall be assumed and paid by Contractor. This contract provides the exclusive means of payment and reimbursement of costs to Contractor by the City.

Such work shall include the following:

- a. Contractor shall perform those services as described in the Contractor’s Proposal, Letter, Purchase Order or Price Schedule-Rates, which is included and made a part of this Agreement, attached hereto and incorporated herein by this reference, in full compliance with adopted City policies and guidelines as provided to Contractor, and in compliance with all other applicable laws and regulations.
- b. Contractor shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. Contractor shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

## **2. CLAIMS AND PAYMENT**

a. City shall reimburse Contractor for personnel costs reasonably and necessarily incurred in the performance of required services according to the Contractor's Proposal, Letter, Purchase Order or Price Schedule-Rates, which is included and made a part of this Agreement. Any changes in personnel or in rates of compensation specified must be made in writing and require the prior written approval of the City.

b. City shall reimburse Contractor for other necessary costs including the actual costs of copies, printing, postage, shipping and documents expense, as well as the costs of other materials, equipment, services and supplies, as required to complete the work and approved by the City according to Contractor's Proposal, Letter, Purchase Order or Price Schedule-Rates, which is included and made a part of this Agreement.. Any costs associated with subcontractor work shall not include more than a 10% surcharge (of total cost of additional subcontractor work) for Contractor's supervision, administrative costs, profit and overhead.

c. Total compensation for services pursuant to this agreement, including all reimbursable expenses, shall not exceed the sum stated on the Purchase order without the express written approval of the City of Santa Barbara (Change Order).

d. Contractor shall request payment by submitting a claim to the City employee-contract administrator for review and approval. Each Contractor claim shall contain an itemized statement showing the hours spent on each task. Copies of subcontractors' invoices shall be attached to any Contractor claim seeking reimbursement for subcontractor expenses. Any claim requesting reimbursement for a direct expenditure (i.e., travel, postage, phones, etc.) in excess of \$100 shall include evidence of expenditure. A summary report of work completed shall be submitted with each claim.

e. Contractor shall submit claims for payment to the City on a monthly basis.

f. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of two (2) years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

## **3. SCHEDULE OF PERFORMANCE AND BUDGET**

Contractor shall satisfactorily perform the services described in Contractor's Proposal, Letter, Purchase Order or Price Schedule-Rates, which is included and made a part of this Agreement within the Time Schedule stated and agreed to between the Contractor and the City. The Contractor shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency. The Contractor shall immediately inform the City of any problems, obstructions or deviations of which Contractor becomes aware affecting Contractor's ability to complete the project in a timely, efficient and competent manner.

#### **4. TERMINATION**

The City may terminate this Agreement at any time, with or without cause, by giving seven (7) days written notice to Contractor. Upon such termination, Contractor shall be entitled only to compensation for services performed satisfactorily in accordance with this Agreement prior to notice of termination.

#### **5. NO ASSIGNMENT**

This Agreement for professional services is awarded on the basis of demonstrated personal skills and abilities and Contractor shall not assign this Agreement without the prior written consent of City, which may be granted or withheld at City's sole discretion.

#### **6. OWNERSHIP OF DOCUMENTS**

All documents prepared by Contractor pursuant to this Agreement shall become the property of the City upon full and complete compensation to Contractor for services performed herein. Contractor may retain copies of said original documents for Contractor's file.

#### **7. INDEMNITY**

a. Contractor shall, to the extent permitted by law, investigate, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action of whatsoever character which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this agreement except to the extent a claim arises from a professional error or omission committed by Contractor or the established sole or active negligence or willful misconduct of the officers or employees of the City.

b. With respect to those claims arising from a professional error or omission, the following indemnification shall be applicable: Contractor shall investigate, defend, indemnify and hold harmless the City, its officers, agents, and employees from and against any all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or due to the professionally negligent acts, errors or omissions of the Contractor.

## **8. INSURANCE REQUIREMENTS**

As part of the consideration for this agreement, Contractor agrees to purchase and maintain at its sole cost and expense during the entire term of this agreement insurance coverage as specified below, with an insurer or insurers satisfactory to the City:

a. Combined single limits of not less than one million (\$1,000,000) dollars of Comprehensive General Liability Insurance, including Bodily Injury and Property damage coverage and one million (\$1,000,000) dollars of Comprehensive Automobile Liability Insurance, including Bodily Injury and Property Damage coverage. This insurance shall include:

i. Extension of coverage to the City, its officers, agents, and employees, as insured, with respect to Contractor's liabilities hereunder in insurance coverage identified above.

ii. A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days prior written notice has been given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990;

iii. A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;

iv. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity and hold harmless provisions of this agreement to the extent of the required policy limits;

v. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;

vi. A broad form property damage endorsement; and,

vii. A provision that the policies be provided on an "occurrence" basis.

b. Statutory Works' Compensation and Employer's Liability Insurance: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the City.

c. Approval of insurance by the City or acceptance of the certificate of insurance by the City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Agreement, nor shall it be deemed a waiver of the City's rights to insurance coverage hereunder.

d. A Certificate of Insurance, supplied by the City, evidencing the above coverage, shall be completed by Contractor's insurer or its agent and submitted to the City prior to execution of this agreement by the City. Contractor shall exercise due diligence to require any and all sub-consultants and/or sub-contractors and all tiers of such sub-contractors to provide General and Automobile Liability, Workers' Compensation and Professional Liability Insurance as set forth above.

**9. NOTICES**

Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first class postage paid.

**10. PROHIBITION AGAINST DISCRIMINATION**

Section 9.126.020 of the Santa Barbara Municipal Code, prohibiting unlawful discrimination in employment practices is required and incorporated herein by reference. Contractor shall fulfill all obligations of a contractor under the provisions of such section.

**11. CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE**

Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to the City. In the performance of this Agreement, Contractor and any subcontractor, agent, or assignee of Contractor under this Agreement shall comply with the provisions of Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

**12. BUSINESS TAX CERTIFICATE**

Contractor shall obtain necessary City business tax certificate prior to the execution of this Agreement at Contractor's expense, and shall maintain such certificate through the term of this Agreement.

**13. RIGHT TO PERFORM SIMILAR SERVICES**

Nothing in this Agreement shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Agreement.

**14. CONFLICT OF INTERESTS**

Contractor warrants by execution of this Agreement that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for the City under this Agreement. Contractor further agrees that during the term of this agreement, Contractor will not obtain, engage in, or undertake any interests, obligations or duty which would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Agreement.

**15. NO WAIVER OF PROVISIONS**

No waiver of a breach of any provision of this Agreement shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Agreement.

**16. APPLICABLE LAWS, PARTIAL INVALIDITY**

This agreement shall be subject to the laws, rules, regulations, Charter and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

**END**